

**IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, TENNESSEE
NINETEENTH JUDICIAL DISTRICT AT CLARKSVILLE**

STATE OF TENNESSEE, *ex rel.* ROBERT E. COOPER, JR., ATTORNEY GENERAL,

Plaintiff,

v.

BRITLEE, INC., dba THE MILITARY ZONE,
MILITARYZONE.COM, and LAPTOYZ
COMPUTERS AND ELECTRONICS; STUART
L. JORDAN, individually and dba BRITLEE,
INC. and MILLENIUM FINANCE, INC.;
MILLENIUM FINANCE, INC.; and ROME
FINANCE COMPANY, INC.,

Defendants.

No. 50500795

Judge Ross Hicks

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CLARKSVILLE
TENN.

**AGREED FINAL JUDGMENT AGAINST DEFENDANTS BRITLEE, INC.,
MILLENIUM FINANCE INC., AND STUART L. JORDAN**

1. Plaintiff, the State of Tennessee, by and through Robert E. Cooper, Jr., Tennessee Attorney General and Reporter, at the request of Mary Clement, Director of the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance, and Defendants Britlee, Inc., a North Carolina corporation, dba The Military Zone aka Militaryzone.com, Laptoyz Computers and Electronics (hereinafter "Britlee, Inc."); Stuart L. Jordan, individually and as President, owner, and operator of Britlee, Inc. and Millenium Finance, Inc. (hereinafter "Jordan"); and Millenium Finance, Inc., a North Carolina corporation (hereinafter "Millenium"), and all of Britlee, Inc.'s, Millenium's and Jordan's general partners, parent corporation(s), affiliates, subdivisions, or subsidiaries, future or past purchasers, merged parties, inheritors or other successors in interest, and all of its/his/their officers, directors, owners, partners, employees, managers, parents, agents, related entities,

assigns, successors, sales staff, representatives and any and all other persons or entities to the extent they are acting directly or indirectly on behalf of Britlee, Inc., Millenium and/or Jordan (collectively referred to as "Britlee Defendants"), as evidenced by their signatures, do consent to the entry of this Agreed Final Judgment ("Judgment") as set forth herein.

2. After engaging in settlement discussions, the Attorney General and Britlee Defendants agreed to enter into this Judgment to avoid the time and expense associated with litigation. This is a Judgment for which execution may issue.

3. Britlee Defendants expressly waive ten-day notice of the Attorney General's intention to file an action pursuant to Tenn. Code Ann. § 47-18-108(a)(2).

4. Britlee Defendants hereby accept and expressly waive any defect in connection with service of process issued on Britlee Defendants by the State.

5. Britlee Defendants deny any wrongdoing in the conduct of its/his/their business.

6. This Judgment does not constitute any evidence or admission of any kind or any finding by any court that Britlee Defendants have engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Tennessee except as otherwise provided by law or by this Judgment.

7. This Judgment is entered into by Britlee Defendants as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them thereunder, and they consent to its entry without further notice, and aver that, except as expressly set forth in this Judgment, no offers, agreements or inducements of any nature whatsoever have been made to them by the

Plaintiff or its attorneys or any employee of the Attorney General's Office or the Division of Consumer Affairs to procure this Judgment.

8. Britlee Defendants have, by signature of their counsel hereto, waived any right to add, alter, amend, appeal, petition for certiorari, or move to reargue or rehear or be heard in connection with any judicial proceedings upon this Judgment. In conjunction with filing this Judgment, the Britlee Defendants and the State of Tennessee will file a joint motion for approval of this Judgment and agree to request the hearing be set as expeditiously as possible. At the hearing, counsel for the State of Tennessee will summarize the settlement for the court. Further, the Britlee Defendants agree to support the Judgment and its terms at the hearing for approval.

I. JURISDICTION

9. Jurisdiction of this Court over the subject matter and over the parties to this Judgment for the purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the parties to this Judgment to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Judgment, including the enforcement of compliance therewith and penalties for violation thereof. Britlee Defendants agree to pay all court costs and attorneys' fees and expenses associated with any successful action to enforce any provision of this Judgment against Britlee Defendants.

II. VENUE

10. The parties to this Judgment agree that, pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters arising out of this Judgment is solely in the Circuit Court of Montgomery County, Tennessee.

III. DEFENDANTS

11. Britlee, Inc. represents and warrants that it is a proper party to this Judgment. Further, Britlee, Inc. represents and warrants that it is the true legal name of the entity entering into this Judgment. Britlee, Inc. represents and warrants that it has done business under the trade names The Military Zone aka Militaryzone.com and Laptoyz Computers and Electronics.

12. Millenium Finance, Inc. represents and warrants that it is a proper party to this Judgment. Further, Millenium Finance, Inc. represents and warrants that it is the true legal name of the entity entering into this Judgment.

13. Stuart L. Jordan, individually and as President, owner and operator of Britlee, Inc. and Millenium Finance, Inc., represents and warrants that he is a proper party to this Judgment and has the capacity to enter into, and consent to the entry of this Judgment on behalf of all Britlee Defendants. Further, Stuart L. Jordan represents and warrants that he has actively participated in the business of Britlee, Inc. and Millenium Finance, Inc., and under the trade names The Military Zone aka Militaryzone.com and Laptoyz Computers and Electronics. Stuart L. Jordan represents and warrants that this is his true legal name for the purposes of entering into this Judgment.

IV. AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

A. DEFINITIONS

14. As used in this Judgment, the following words or terms shall have the following meanings:

- (A) “Advertise,” “advertisement,” or “advertising” shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchase of, impart information about the attributes of,

publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, flyer, hand-out, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website, or other digital form, slide radio, broadcast, broadcast television, cable or satellite television, or commercial or infomercial whether live or recorded.

- (B) **“And”** and **“or”** shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.
- (C) **“Asset”** or **“assets”** shall mean any legal or equitable interest in, right to, or claim to, any real and personal property— including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, premises, contracts, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, services and all cash, wherever located.
- (D) **“Assisting”** shall mean providing any of the following goods or services to any person: (i) performing customer service functions, including receiving or responding to customer complaints; (ii) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other marketing material; (iii) providing names of, or assisting in the generation of, potential customers; (iv) performing marketing services of any kind; or (v) acting as an officer or director of a business entity.
- (E) **“Britlee Defendants”** shall collectively mean as defined in paragraph 1 of this Agreed Final Judgment.
- (F) **“Britlee Rome Consumer”** shall mean any consumer who signed any contract, sales agreement or finance agreement with Britlee, Inc. and Rome Finance Company, Inc., in whole or in part in Tennessee.
- (G) **“Clear and conspicuous”** or **“clearly and conspicuously”** shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, physical or temporal location, or volume (if applicable), compared to other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement is necessary to prevent other information from being misleading, deceptive or unfair, then the statement must be presented in close proximity to the other information, in a manner that is readily noticeable, readable and understandable, and it must not be obscured in any manner. To be “clear and conspicuous,” warnings, disclosures, limitations or exceptions must be set out in close temporal or physical conjunction with the benefits or items described or referenced, or

with appropriate captions, of such prominence that warnings, disclosures, limitations or exceptions, are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading or contradictory. The statement shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the statement shall be used in any communication.

- (H) **"Consumer"** shall mean any natural person who seeks or may seek, or acquires by purchase, rent, lease, assignment, award by chance, or other disposition, any goods, services, or property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situated.
- (I) **"Division"** or **"Division of Consumer Affairs"** shall mean the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- (J) **"Document"** shall be synonymous in meaning and equal in scope to the usage of the term in Tenn. R. Civ. P. 34, and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained, extracted and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document.
- (K) **"FTC Holder Rule"** shall mean 16 C.F.R. 433, related rules, regulations and guidelines, including the Federal Trade Commission, Statement of Basis and Purpose, Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses, 40 Fed. Reg. 53523 (Nov. 18, 1975), and as may be amended from time to time.
- (L) **"Goods"** shall mean any tangible chattels leased, bought, or otherwise obtained for use by an individual primarily for personal, family, or household purposes, or a franchise, distributorship agreement, or similar business opportunity.
- (M) **"Including"** shall mean including, without limitation.
- (N) **"Litigation"** shall mean the above-captioned state civil law enforcement action styled *State of Tennessee v. Britlee, Inc., et al.*, pending in Montgomery County Circuit Court, Case No. 50500795 and all related actions including those formerly pending in United States District Court, Middle District of Tennessee, Nashville Division, as Case Nos. 3:05 0846 and 3:07 0988.
- (O) **"Military personnel"** shall mean any member of any branch of the armed forces of the United States of America, including, but not limited to, Air Force, Army, Coast Guard, Marines, Navy, National Guard, and Reserves.

- (P) **"Millenium Consumer"** shall mean any consumer who signed any contract, sales agreement or finance agreement with Defendant Millenium, in whole or in part in Tennessee.
- (Q) **"Person"** shall mean a natural person, individual, organization or other legal entity, including a corporation, partnership, proprietorship, association, trust, estate, cooperative, limited liability company, government or governmental subdivision or agency, any legal or commercial entity however organized, or any other group or combination acting as an entity.
- (R) **"Record"** shall mean any document, as document is defined in definition I, above, relating to the business, trade or commerce or business practices of Britlee Defendants.
- (S) **"State," "State of Tennessee" or "Attorney General"** refers to the Plaintiff and shall mean the Office of the Tennessee Attorney General and Reporter.
- (T) **"Services"** shall mean any work, labor, or services including services furnished for sale, lease or rental, or distribution of any goods, services, or property, tangible or intangible, real, personal, or mixed, and other articles, commodities, or things of value wherever situated.
- (U) **"Tennessee Consumer Protection Act" or "TCPA"** shall mean the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*, and as amended from time to time.

B. APPLICATION OF AGREED FINAL JUDGMENT TO ALL BRITLEE DEFENDANTS, THEIR AGENTS, SUCCESSORS AND ASSIGNS

15. Britlee Defendants individually and collectively agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Judgment shall apply to all and each of the Britlee Defendants, individually and collectively, Britlee, Inc.'s, Millenium's and Jordan's general partners, parent corporation(s), affiliates, subdivisions, or subsidiaries, future or past purchasers, merged parties, inheritors or other successors in interest, and all of its/his/their officers, directors, owners, partners, employees, managers, parents, agents, related entities, assigns, successors, sales staff, representatives and any and all other

persons or entities to the extent they are acting directly or indirectly on behalf of Britlee, Inc., Millenium, and/or Jordan.

**C. BRITLEE DEFENDANTS' COMPLIANCE WITH ALL
LICENSING AND REGISTRATION REQUIREMENTS**

16. Britlee Defendants agree that, to the extent any or all of the Britlee Defendants conduct any business in whole or in part in Tennessee, they shall obtain and maintain all required certificates, permits, registrations, licenses or other authorizations to conduct business in whole or in part in Tennessee, including all certificates, permits, registrations, licenses or other authorizations as may be required by municipalities, counties or other government subdivisions, as provided by law.

**D. BAN ON USE OF DISCLAIMERS OF LIABILITY,
FORUM ABUSE AND FORUM SELECTION CLAUSES**

17. Britlee Defendants shall not, in whole or in part in Tennessee, in connection with the advertising, promotion, offering for sale, or sale, lease or rental of any goods, services, or property, tangible or intangible, real, personal, or mixed, and other articles, commodities, or things of value wherever situated, including any loan, financing, or extension of credit, make, assist in the making of, facilitate, or implement any statement, representation or provision relating to a disclaimer of liability, choice of law or forum selection, involving any actual or potential consumer transaction.

18. Britlee Defendants shall not, in whole or in part in Tennessee, in connection with the advertising, promotion, offering for sale, or sale, lease or rental of any goods, services, or property, tangible or intangible, real, personal, or mixed, and other articles, commodities, or things of value wherever situated, including any loan, financing, or

extension of credit, require or attempt to require the application of the laws of another state with respect to any claim arising under or relating to the TCPA and related laws.

E. PROHIBITION AGAINST MISREPRESENTATIONS

19. Britlee Defendants shall not, in whole or in part in Tennessee, in connection with the advertising, promotion, offering for sale, or sale, lease or rental of any goods, services, or property, tangible or intangible, real, personal, or mixed, and other articles, commodities, or things of value wherever situated, including any loan, financing, or extension of credit, make, or assist in the making of any statement or representation of material fact that is fraudulent, false, unfair, deceptive or misleading, or has the tendency or capacity to mislead or confuse, whether directly or by implication, orally or in writing, including, but not limited to, the following:

- a. Misrepresenting, expressly or by implication, any fact, information, term or condition related to the status of its licensing, registration, certification or any authorization to conduct business in whole or in part in Tennessee or elsewhere;
- b. Misrepresenting, expressly or by implication, any fact, information, term or condition relating to any offers or special offers;
- c. Misrepresenting, expressly or by implication, any fact, information, term or condition relating to the reason for any cost, price or discount;
- d. Misrepresenting, expressly or by implication, that a product or service is being offered for "free" or at no cost to the consumer;
- e. Misrepresenting, expressly or by implication, any fact, information, term or condition relating to any product or service directed, offered or relating to, in any way, the military or members of any branch of the military;
- f. Misrepresenting, expressly or by implication, any fact, information, term or condition relating to, in any way, the FTC Holder Rule;
- g. Misrepresenting, expressly or by implication, any fact, information, term or condition relating to the calculation of any payment, interest or finance charge;

- h. Misrepresenting, expressly or by implication, any fact, information, term or condition relating to any assurance, refund, cancellation right, exchange right, repurchase policy, or guarantee; and
- i. Misrepresenting, expressly or by implication, any fact, information, term or condition which may be material to a consumer's decision to purchase, finance or use any product, program, or service.

F. PROHIBITION AGAINST UNFAIR OR DECEPTIVE ACTS OR PRACTICES

20. Britlee Defendants shall not, in whole or in part in Tennessee, in connection with the advertising, promotion, offering for sale, or sale, lease or rental of any goods, services, or property, tangible or intangible, real, personal, or mixed, and other articles, commodities, or things of value wherever situated, including any loan, financing, or extension of credit, engage in any conduct which is unfair or deceptive under the Tennessee Consumer Protection Act, including but not limited to the following:

- a. Failing to accept the return of goods or services as promised or represented;
- b. Failing to timely issue refunds or credits as promised or represented or as may otherwise be owing and due to a consumer by operation of contract, law, equity, court order or otherwise;
- c. Failing to clearly and conspicuously disclose all material terms and conditions related to any refunds or credits;
- d. Collecting or attempting to collect on purchase paper that is void or unenforceable;
- e. Failing to clearly and conspicuously disclose that financing is not free, or otherwise failing to clearly and conspicuously disclose the actual total cost of financing prior to purchase;
- f. Failing to clearly and conspicuously disclose any fact, information, term or condition which may be material to a consumer's decision to purchase, finance or use any product, program, or service prior to purchase;

- g. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- h. Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;
- i. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that such person does not have;
- j. Representing that goods or services are of a particular standard, quality or grade, or that goods or services are of a particular style or model, if they are of another;
- k. Advertising goods or services with intent not to sell them as advertised;
- l. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;
- m. Representing that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve or which are prohibited by law;
- n. Using or employing a chain referral sales plan in connection with the sale or offer to sell goods, merchandise, services or anything of value, which uses the sales technique, plan or arrangement or agreement in which the buyer or prospective buyer is offered the opportunity to purchase goods or services and, in connection therewith, receives the seller's promise or representation that the buyer shall have the right to receive compensation or consideration in any form for furnishing to the seller the names of other prospective buyers if the receipt of compensation or consideration is contingent upon the occurrence of an event subsequent to the time the buyer purchases the merchandise or goods;
- o. Using any advertisement containing an offer to sell goods or services when the offer is not a bona fide effort to sell the advertised goods or services; and
- p. Engaging in any other act or practice which is unfair or deceptive to the consumer or to any other person.

**G. COMPLIANCE WITH THE TENNESSEE
CREDIT SERVICES BUSINESSES ACT**

21. Britlee Defendants shall fully abide by all provisions of the Tennessee Credit Services Businesses Act, Tenn. Code Ann. § 47-18-1001 *et seq.*

22. Britlee Defendants shall not, directly or by implication, make or use any untrue, deceptive, false or misleading representations in any offer or sale of services of a credit service business.

H. CESSATION OF COLLECTION ON CONSUMER ACCOUNTS

23. Britlee Defendants shall not:

- a. Collect, attempt to collect, or otherwise obtain or attempt to obtain, any payment, money or other consideration in connection with any transaction or account with a Britlee Rome Consumer or Millenium Consumer, irrespective of whether or not such transaction was previously known to the State of Tennessee, this Court, or in any way otherwise identified in the record of the litigation; and
- b. Enforce any judgment, order, award, settlement, waiver or release against any Millenium Consumer that arose as a result of the Millenium Consumer's contract with Millenium, irrespective of whether or not such transaction was previously known to the State of Tennessee, this Court or in any way otherwise identified in the record of the litigation.

**I. DISMISSAL AND VACATION OF COLLECTION ACTIONS
AND CREDIT BUREAU RECORDS CORRECTION**

24. Britlee Defendants represent and warrant that no legal proceedings have been brought against any Millenium Consumer and no negative, unfavorable or derogatory credit information has been reported by Britlee Defendants as to any Millenium Consumer. Britlee Defendants shall:

- a. No later than thirty (30) days from the date of entry of this Judgment, notify each Millenium Consumer that their contract with Britlee Defendants has been deemed void and unenforceable by this Court and provide each such consumer

with a link to the Tennessee Attorney General's website, provided to the Britlee Defendants by the Attorney General, for further information regarding this Judgment. At least ten (10) business days prior to mailing, Britlee Defendants shall provide the Attorney General with their proposed form of notice. Further, Britlee Defendants shall notify the Attorney General in writing within ten (10) business days of completion of the required mailing of notices to Millenium Consumers; and

- b. Cooperate fully and in a timely manner not to exceed thirty (30) days, with any request by any Millenium Consumer to resolve and correct a credit rating or credit standing with any other person and notify each such Millenium Consumer of the steps Britlee Defendants has taken to resolve and correct the Millenium Consumer's credit rating or credit standing with such other person. Copies of all such requests from Millenium Consumers and Britlee Defendants' notices to such consumers shall be provided to the Attorney General by Britlee Defendants no later than thirty (30) days from the date such request or notice is issued.

25. Britlee Defendants agree that this Judgment shall serve as prima facie evidence that any Millenium Consumer's contract is void and unenforceable.

J. RECORD KEEPING

26. Britlee Defendants agree, that for a period of not less than five (5) years from the date of entry of this Judgment or until such time as all monetary payments required by Section V of this Judgment are paid, whichever time is longer, to create and retain at a minimum, the following records:

- a. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- b. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by Britlee Defendants, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- c. Customer files including names, addresses, telephone numbers, amounts paid, quantity of items or services purchased, and description of items or services

purchased, contracts, consumer correspondence, credit data, allotment records and all other similar information obtained in the ordinary course of business;

- d. Complaints and refund requests relating to all consumers who purchased goods or services in whole or in part in Tennessee (whether received directly, indirectly or through any third party), including all documents and records pertaining to complaints, refund requests, conversations with such consumers or their family members, friends, employers or others, and attempts to contact such consumers;
- e. Copies of all sales scripts, training materials, advertisements or other promotional or marketing materials; and
- f. All records and documents necessary to demonstrate full compliance with each provision of this Judgment, including copies of letters sent to consumers, records reflecting corrections to credit records, all reports submitted to the Court, Attorney General, such consumers or restitution administrator, and copies of the acknowledgments of receipt as may be required by this Judgment.

V. MONETARY REMEDIES AND PROVISIONS

A. CONSUMER REDRESS AND OTHER EQUITABLE AND MONETARY RELIEF

27. Pursuant to Tenn. Code Ann. § 47-18-108(a)(4), (a)(5), (b)(1), (b)(3) and (b)(4), Britlee Defendants shall be jointly and severally liable to pay to the State of Tennessee the sum of One Million Two Hundred Fifty-One Thousand Five Hundred Twenty-Eight and 67/100 Dollars (\$1,251,528.67), for consumer restitution, disgorgement, costs of administering restitution, statutory interest, and attorneys' fees and costs. Britlee Defendants shall be required to provide a certified check made payable to "Treasurer, State of Tennessee-Attorney General" on the day of entry of this Judgment in the amount of One Million Two Hundred Fifty-One Thousand Five Hundred Twenty-Eight and 67/100 Dollars (\$1,251,528.67). This payment of One Million Two Hundred Fifty-One Thousand Five

Hundred Twenty-Eight and 67/100 Dollars (\$1,251,528.67) for equitable relief described herein shall be used as follows:

(1) Attorneys' Fees and Costs: Attorney General

28. Pursuant to Tenn. Code Ann. § 47-18-108(a)(4), (a)(5), and (b)(4), the Court finds that the Tennessee Attorney General's reasonable and appropriate attorneys' fees and costs in this matter as it relates only to the Britlee Defendants exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00). Until further information is available regarding available funds for consumer restitution and payment of the costs of administration of restitution and statutory interest, the Attorney General shall initially receive the sum of One Hundred Thousand Five Hundred Twenty-Eight and 67/100 Dollars (\$100,528.67) as reasonable and appropriate attorneys' fees and costs, which shall be used for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General.

29. The Court finds that the Attorney General may receive additional attorneys' fees and costs from the One Million Two Hundred Fifty-One Thousand Five Hundred Twenty-Eight and 67/100 Dollars (\$1,251,528.67) payment to the State of Tennessee to the extent deemed necessary by the Attorney General and any such additional funds shall be paid toward such reasonable and appropriate attorneys' fees and costs, to be used for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General.

(2) Costs: Division of Consumer Affairs

30. Pursuant to Tenn. Code Ann. § 47-18-108(a)(4), (a)(5), and (b)(4), the Court finds that the Tennessee Division of Consumer Affairs' reasonable and appropriate costs which it has been billed in this matter as it relates only to the Britlee Defendants exceeds

Fifty Thousand and 00/100 (\$50,000.00). Until further information is available regarding funds for consumer restitution and payment of the costs of administration of restitution and statutory interest, the Division of Consumer Affairs shall initially receive the sum of Twenty Two Thousand and 00/100 (\$22,000.00) which shall be used to fund future investigation or litigation costs relating to matters commenced under the Tennessee Consumer Protection Act at the sole discretion of the Director of the Division of Consumer Affairs.

31. The Court finds that the Division of Consumer Affairs may receive additional costs from the One Million Two Hundred Fifty-One Thousand Five Hundred Twenty-Eight and 67/100 Dollars (\$1,251,528.67) payment to the extent deemed necessary by the Attorney General and any such additional funds shall be used to fund future investigation or litigation costs relating to matters commenced under the Tennessee Consumer Protection Act or to fund consumer education project(s) at the sole discretion of the Director of the Division of Consumer Affairs.

(3) Restitution and Canceled Debt

32. Pursuant to Tenn. Code Ann. § 47-18-108(a)(5) and (b)(4), the Court finds that of the One Million Two Hundred Fifty-One Thousand Five Hundred Twenty-Eight and 67/100 Dollars (\$1,251,528.67) paid by Britlee Defendants under this Judgment, One Million One Hundred Twenty-Nine Thousand Dollars (\$1,129,000.00) represents monies due and owing to consumers who purchased goods or services from one or more Britlee Defendants, and shall be used toward paying full or partial restitution to such consumers as further set forth in this Judgment at the sole discretion of the Attorney General.

(a) Millenium Consumers

33. Pursuant to Tenn. Code Ann. § 47-18-108(a)(5) and (b)(4), the Court finds that Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) shall be used to make restitution and statutory interest payments to the Millenium Consumers.

34. Of the aforesaid Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), Britlee Defendants represent and warrant that Two Hundred and Eighty-One Thousand Five Hundred Twenty-Eight and 67/100 (\$281,528.67) is the total amount of monies paid to Defendant Millenium to date by Millennium Consumers who purchased goods or services from Britlee Defendants in whole or in part in Tennessee.

35. Britlee Defendants represent and warrant that Two Hundred and Ten Thousand Three Hundred Ninety-Three and 25/100 (\$210,393.25) is the amount of canceled debt still allegedly owed by Millennium Consumers who purchased goods or services from Britlee Defendants in whole or in part in Tennessee or debt canceled during the course of the litigation. Britlee Defendants represent and warrant that this debt has been canceled and will not be sold or the information distributed in any way to any third parties.

36. To the extent some Millenium Consumers may still have in their possession, custody or control, computers or other products, goods or services which they purchased from Britlee Defendants, given the amount of time that has passed since the time of such purchase date, and the relative obsolescence of such products or computers if they exist, the Court finds that such products or computers have a nominal value at best, and do not need to be returned or surrendered by any Millenium Consumer to Britlee Defendants for any reason.

(b) Payment Provision for Millenium Consumers

37. If the entire monetary amount anticipated by the State of Tennessee is not received under this Judgment, any monies received shall first be attributed to restitution, pursuant to paragraphs 27, 32, 33 and 40, then attorneys' fees pursuant to paragraphs 28 through 29, then to costs incurred by the Division of Consumer Affairs pursuant to paragraphs 30 through 31.

(c) Millenium Consumer Restitution Procedures and Administration

38. The Director of the Tennessee Division of Consumer Affairs shall develop and implement distribution of restitution to the one hundred fourteen (114) Millenium Consumers. The Division of Consumer Affairs may distribute the Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) in restitution and statutory interest payments to Millenium Consumers as soon as it deems practicable.

39. The Court finds that the following unique situations shall be handled and resolved as follows upon being identified by the restitution the Division of Consumer Affairs as it relates to Millenium Consumers:

- (a) In the event the Director of the Division of Consumer Affairs determines that a consumer who is eligible for restitution is deceased, the restitution payment shall be made to the estate of the deceased consumer.
- (b) In the event the Director of the Division of Consumer Affairs determines that a purchase was made by a married couple and such couple is now divorced, a single restitution check shall be made jointly payable to both the former husband and former wife and shall be mailed to the consumer identified in the related transaction as the primary borrower and a copy of the same mailed to the other former spouse.
- (c) In the event the Director of the Division of Consumer Affairs, determines that a purchase was made jointly by two or more unrelated persons, a single restitution check shall be made jointly payable to those persons and shall be

mailed to the consumer identified in the related transaction as the primary borrower and with a copy of the same mailed to all the other joint unrelated persons.

- (d) In the event Director of the Division of Consumer Affairs determines that a consumer cannot be located at such consumer's last known or available address, the restitution administrator shall use reasonable efforts to locate such consumer and is expressly authorized to employ all such reasonable and customary methods as may be required to locate such consumer.
- (e) In the event the Director of the Division of Consumer Affairs, is not able to locate, after reasonable effort, any consumer entitled to restitution under this Judgment, such funds shall revert to the State of Tennessee's unclaimed property fund, and shall be handled in accordance with Tennessee unclaimed property law, the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101 *et seq.* These funds may be delivered to the Treasurer prior to the statutory due date of one (1) year set forth in Tenn. Code Ann. § 66-29-110, covering unclaimed property held by courts, public officers and agencies

(d) Britlee Rome Consumers

40. Pursuant to Tenn. Code Ann. § 47-18-108(a)(5) and (b)(4), the Court finds that Eight Hundred Four Thousand Dollars (\$804,000.00) shall be used to make partial restitution and statutory interest payments to all other Britlee Rome Consumers, including all those consumers who financed their Britlee purchases through Rome Finance Company, Inc. Any monies paid to such other Britlee Rome Consumers shall be distributed on a pro rata basis and may be considered as a credit or set-off toward any remaining monies, restitution or recourse due and owing to those consumers from Rome Finance Company, Inc.

41. To the extent the Attorney General in his sole discretion determines that it is necessary to seek assistance in calculating, distributing or otherwise accomplishing Britlee Rome Consumer restitution, the Attorney General may apply proceeds from paragraph 27, toward the cost of the same, including consulting, hiring or otherwise retaining a restitution administrator for assistance with the same. In the event a Britlee Rome Consumer restitution

administrator is consulted, hired, or retained, the restitution administrator shall prepare a detailed report and plan of distribution ("Plan of Distribution") which should include at least the following:

- (a) A description of how the restitution administrator proposes to identify, locate and contact consumers eligible for restitution;
- (b) A description of how the restitution administrator proposes to notify eligible consumers of their entitlement to restitution;
- (c) A detailed description of how the restitution administrator proposes to distribute all available restitution and statutory interest to consumers; and
- (d) A cost estimate as to each of the major stages in the Plan of Distribution.

42. In the event that a restitution administrator is hired and a Plan of Distribution is created, this Plan of Distribution may be not be implemented, nor any costs advanced thereunder, until approved by the Court.

43. The Court finds that the following unique situations shall be handled and resolved as follows upon being identified by the restitution administrator:

- (a) In the event the restitution administrator determines that a consumer who is eligible for restitution is deceased, the restitution payment shall be made to the estate of the deceased consumer.
- (b) In the event the restitution administrator determines that a purchase was made by a married couple and such couple is now divorced, a single restitution check shall be made jointly payable to both the former husband and former wife and shall be mailed to the consumer identified in the related transaction as the primary borrower and a copy of the same mailed to the other former spouse.
- (c) In the event the restitution administrator determines that a purchase was made jointly by two or more unrelated persons, a single restitution check shall be made jointly payable to those persons and shall be mailed to the consumer identified in the related transaction as the primary borrower and with a copy of the same mailed to all the other joint unrelated persons.

- (d) In the event the restitution administrator determines that a consumer cannot be located at such consumer's last known or available address, the restitution administrator shall use reasonable efforts to locate such consumer and is expressly authorized to employ all such reasonable and customary methods as may be required to locate such consumer.
- (e) In the event the restitution administrator is not able to locate, after reasonable effort, any consumer entitled to restitution under this Judgment, such funds shall revert to the State of Tennessee's unclaimed property fund, and shall be handled in accordance with Tennessee unclaimed property law, the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101 *et seq.* These funds may be delivered to the Treasurer prior to the statutory due date of one (1) year set forth in Tenn. Code Ann. § 66-29-110, covering unclaimed property held by courts, public officers and agencies. The restitution administrator shall provide a report to the Attorney General within six (6) months of the entry of the Judgment which details the amount delivered to the Treasurer for treatment as unclaimed property under the State statute. The restitution administrator shall continue to provide this information every six (6) months until all funds have been claimed.

44. The Britlee Rome restitution administrator shall file quarterly reports with this Court and with the Attorney General regarding its progress in locating consumers, issuing restitution, and the costs and expenditures incurred as a result of the same.

B. CIVIL PENALTIES

(1) Britlee Civil Penalties for Violations of the TCPA

45. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendant Britlee shall pay the sum of Two Hundred Thousand Dollars (\$200,000.00) to the State of Tennessee – General Fund as a civil penalty, pursuant to Tenn. Code Ann. § 47-18-108(b)(3). At this time, this Two Hundred Thousand Dollars (\$200,000.00) civil penalty will be held in abeyance unless or until Britlee Defendant(s) violate(s) this Judgment in any way. Then, and in such event, this entire amount will be due immediately upon motion by the State that Britlee Defendant(s) has violated this Judgment, as well as any additional civil penalties,

remedies or sanctions allowed by state law including but not limited to pursuant to Tenn. Code Ann. § 47-18-108(c)(3). If the Attorney General has a reason to believe that a violation of this Judgment has occurred, the State may file a motion with this Honorable Court moving that Britlee Defendants pay all penalties as set forth in this Judgment.

(2) Millenium Civil Penalties for Violations of the TCPA

46. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendant Millenium shall pay the sum of Two Hundred Thousand Dollars (\$200,000.00) to the State of Tennessee – General Fund as a civil penalty, pursuant to Tenn. Code Ann. § 47-18-108(b)(3). At this time, this Two Hundred Thousand Dollars (\$200,000.00) civil penalty be held in abeyance unless or until Millenium Defendant violates this Judgment in any way, as well as any additional civil penalties, remedies or sanctions allowed by state law including but not limited to Tenn. Code Ann. § 47-18-108(c)(3). Then and in such event, this entire amount will be immediately due upon motion by the State that Millenium has violated this Judgment in any way. If the Attorney General has a reason to believe that a violation of this Judgment has occurred, the State may file a motion with this Honorable Court moving that Millenium Defendant pay all civil penalties as set forth in this Judgment.

(3) Defendant Stuart Jordan Payment to the State General Fund

47. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendant Stuart L. Jordan shall individually pay the sum of Two Hundred Thousand Dollars (\$200,000.00) to the State of Tennessee - General Fund. At this time, this Two Hundred Thousand Dollars (\$200,000.00) assessment will be held in abeyance unless or until Defendant Stuart L. Jordan violates this Judgment in any way. Then, and in such event, this entire amount will be due

upon motion by the State that Defendant Stuart Jordan has violated this Judgment, as well as any civil penalties, sanctions or remedies allowed by state law including Tenn. Code Ann. § 47-18-108(c)(3). If the Attorney General has a reason to believe that a violation of this Judgment has occurred, the State may file a motion with the Court moving that Defendant Stuart L. Jordan pay all assessments as set forth in this Final Judgment.

VI. COOPERATION WITH CONTINUING LITIGATION

48. Britlee Defendants will provide the State and this Court with full cooperation and assistance, including, but not limited to, providing truthful and complete testimony and producing any additional documents or information as may be requested by the State of Tennessee from time to time, in connection with the enforcement of any order, ruling or judgment from this Litigation, or any other proceeding, litigation, hearing or trial of any nature, which relates to, in any way, directly or indirectly, this litigation, irrespective of whether any Britlee Defendant, the State or other party named in the instant litigation is a party to such other proceeding, litigation, hearing or trial.

VII. GENERAL PROVISIONS

49. The acceptance of entry of this Judgment by the State shall not be deemed approval by the State of any of Britlee Defendants' advertising or business practices. Further, neither Britlee Defendants nor anyone acting on their behalf shall state or imply or cause to be stated or implied that the State of Tennessee, the Attorney General, the Department of Commerce and Insurance, the Division of Consumer Affairs, the Department of Financial Institutions, or any other governmental unit of the State of Tennessee has in any

way approved, sanctioned or authorized any practice, act, advertisement or conduct of Britlee Defendants.

50. This Judgment may only be enforced by Britlee Defendants and the State of Tennessee, or its/their/his successors and assigns.

51. The titles and headers to each section of this Judgment are for convenience purposes only and are not intended by the parties to this Judgment to lend meaning to the actual provisions of the Judgment.

52. As used herein, the plural shall refer to the singular and the singular shall refer to the plural and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

53. Nothing in this Judgment shall limit the Attorney General's right to obtain information, documents or testimony from any of the Britlee Defendants pursuant to any state or federal law, regulation or rule to the extent allowed by law. Nothing in this Judgment shall be construed to imply that Britlee Defendants have waived any rights or defenses, objections or challenges they may have, to the extent allowed by law.

54. Nothing in this Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Judgment shall not bar the State, or any other governmental entity from enforcing orders of any court, laws, regulations or rules against any of the Britlee Defendants.

55. Nothing in this Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

56. Britlee Defendants waive and will not assert, in this action or any action arising from the Attorney General's enforcement of this Judgment, any defenses which they may have based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the United States Constitution and Tennessee Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993). Britlee Defendants agree that the amount that Britlee Defendants have agreed to pay under the terms of this Judgment is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

57. Britlee Defendants hereby expressly waive and relinquish any and all rights, remedies, appeals or other interests that they may possess to a jury trial regarding the approval of the Judgment, or any derivative rights that might flow from such a trial by jury under the Tennessee Constitution or United States Constitution or any other law, regulation or rule.

58. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding, unless made in writing, signed by the party to be charged, and approved by this Court and then only to the extent specifically set forth in such written waiver, modification or amendment.

59. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of

any other provision of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, sanctions or remedies, including but not limited to those set forth in Tenn. Code Ann. § 47-18-108(c) and other applicable state law.

60. If any clause, provision or section of this Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Judgment and this Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

61. Britlee Defendants waive any and all challenges in law or equity to the entry of this Judgment by the Court. Further, Britlee Defendants waive any right to add, alter, amend, appeal, petition for certiorari, move to reargue or rehear or to otherwise be heard in connection with any judicial proceedings under this Judgment.

62. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by Britlee Defendants within a stated time period or upon a specified date.

63. This Judgment sets forth the entire agreement between the Britlee Defendants and the Attorney General, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Judgment relating to the subject matter of this Judgment which are not fully expressed herein or attached hereto.

64. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

65. Britlee Defendants will not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the State of Tennessee which are prohibited in this Judgment or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

66. Britlee Defendants agree that the consumer names, addresses, telephone numbers and other personally identifiable information gathered or otherwise obtained during any period when they conducted businesses in whole or in part in Tennessee, and during the implementation of this Judgment and the settlement discussions leading up to this Judgment, shall not be used for any marketing purposes or provided to any person other than law enforcement for any reason, including but not limited to for the purposes of marketing to these consumers now or in the future.

67. During the course of litigation and settlement discussions, the Britlee Defendants have provided the State with certain documents, advertisements, and contracts. Britlee Defendants acknowledge and agree that providing these documents to the State in no way constitutes the State's pre-approval, review for compliance with state or federal law, or with this Judgment, or a release of any issues relating to such documents.

68. Britlee Defendants agree that this Judgment does not entitle them to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation or rule, and Britlee

Defendants further waive any rights to attorneys' fees that may arise under such statute, regulation or rule.

69. Britlee Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Judgment.

70. This document may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Judgment may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

VIII. REPRESENTATIONS AND WARRANTIES

71. Britlee Defendants represent and warrant that the execution and delivery of this Judgment is their free and voluntary act, and that this Judgment is the result of good faith negotiations.

72. Britlee Defendants represent and warrant that signatories to this Judgment have authority to act for and bind Britlee Defendants.

73. Britlee Defendants represent and warrant that they have not made any sales in whole or in part in Tennessee, except for the sales that were made at the Governor's Square Mall in Clarksville, Tennessee, on three days in November, 2004, and March 1, 2005 to September 23, 2005, and that they have not sold computers or other goods or services from any other location in whole or in part in Tennessee or directed or received orders from Tennessee consumers other than at this particular location.

74. Britlee Defendants represent and warrant that they have not made any collection attempts against any consumer's account relating to consumer transactions covered by this Litigation, including transactions which may have been entered into after September 23, 2005.

75. Britlee Defendants represent and warrant that they continued accepting, removing and/or receiving allotments from up to one hundred fourteen (114) consumers' accounts after September 23, 2005.

76. Britlee Defendants represent and warrant that they are aware of only seven (7) consumers who were denied credit by Rome Finance Company, Inc.

77. Britlee Defendants represent and warrant that they were paid a total amount of \$1,246,949.00 by Universal Consumer Marketing, Inc. and/or Rome Finance Company, Inc., related to consumer contracts involving the purchase of computers or other goods or services from one or more Britlee Defendants, in whole or in part in Tennessee, which were financed through Rome Finance Company, Inc.

78. Britlee Defendants represent and warrant that they collected a total amount of Two Hundred and Eighty-One Thousand Five Hundred Twenty-Eight and 67/100 (\$281,528.67) from one hundred fourteen (114) consumers involving the purchase of computers or other goods or services from one or more Britlee Defendants, in whole or in part in Tennessee, who financed their purchases through Millenium, Inc.

79. Defendant Britlee, Inc. represents and warrants that the information concurrently provided to the State of Tennessee in connection with The State of Tennessee, Attorney General Consumer Advocate and Protection Division, Financial Statement of

Britlee, Inc., The State of Tennessee, Attorney General Consumer Advocate and Protection Division, Financial Statement of Millenium Finance, Inc., and The State of Tennessee, Attorney General Consumer Advocate and Protection Division, Financial Statement of Stuart L. Jordan, including all documents attached thereto, is a complete and accurate account of Britlee, Inc.'s financial status and no significant changes to his financial status have occurred since that date. Britlee, Inc. understands and acknowledges that the State of Tennessee has relied on the disclosures made therein, including the truthfulness and accuracy of all information set forth therein, in agreeing to enter into this Judgment.

80. Defendant Millenium represents and warrants that the information concurrently provided to the State of Tennessee in connection with The State of Tennessee, Attorney General Consumer Advocate and Protection Division, Financial Statement of Millenium Finance, Inc., including all documents attached thereto, is a complete and accurate account of Millenium's financial status and no significant changes to his financial status have occurred since that date. Millenium understands the State of Tennessee has relied on the disclosures made therein, including the truthfulness and accuracy of all information set forth therein, in agreeing to enter into this Judgment.

81. Defendant Jordan represents and warrants that the information concurrently provided to the State of Tennessee in connection with The State of Tennessee, Attorney General Consumer Advocate and Protection Division, Financial Statement of Stuart L. Jordan, including all documents attached thereto, is a complete and accurate account of Jordan's financial status as of the date indicated thereon and no significant changes to his financial status have changed since that date. Jordan understands and acknowledges that the

State of Tennessee has relied on the disclosures made therein, including the truthfulness and accuracy of all information set forth therein, in agreeing to enter into this Judgment.

82. Britlee Defendants acknowledge that they understand that the State of Tennessee and this Court expressly rely upon all representations and warranties in this Judgment, including, but not limited to those in Section III (Parties), Section IV(B) (Application of Agreed Final Judgment to All Britlee Defendants, Their Agents, Successors and Assigns), Section V (Monetary Remedies and Provisions), and Section VIII (Representations and Warranties) and elsewhere in this Judgment, and that if any one or more is false, unfair, deceptive, misleading, incomplete, or inaccurate in any manner, the State has the right to vacate or set aside this Judgment, *inter alia*, in whole or in part, and to move that the Britlee Defendants or a single defendant making such false, unfair, deceptive, misleading or inaccurate representation(s) or warranty(ies) be held in contempt, all penalty assessments in Section V(B) become immediately due and payable, sanctions be imposed under Tenn. Code Ann. § 47-18-108(c) and other law, regulation or rule, together with any and all such other remedies or relief as may be available to the State in law or equity, if the State so elects.

IX. COMPLIANCE WITH ALL LAWS

83. Nothing in this Judgment shall be construed as relieving Britlee Defendants of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

X. RELEASE

84. Upon entry of this Judgment and upon the full payment required pursuant to this Judgment, provided that payment is not withdrawn within one calendar year following entry of this Judgment, and subject to the provisions herein, the Britlee Defendants are released from all civil claims that the Attorney General brought under the Tennessee Consumer Protection Act of 1977 or the Tennessee Credit Services Businesses Act for conduct set forth in the State's Complaint arising on or before September 23, 2005. Nothing herein shall prevent the Attorney General from seeking relief for violations of this Judgment or for any violations of the Tennessee Consumer Protection Act of 1977 or other law, that occurred after September 23, 2005 or at locations, or through persons, or with consumers not disclosed to the Attorney General. Further, the Attorney General expressly reserves any and all causes of action, remedies and sanctions as may be available against Rome Finance Company, Inc. and/or any other persons or entities who have not been previously named as a party in the State's Litigation.

85. Notwithstanding Paragraph 84, if any Britlee Defendant, any successor in interest or any other person or entity acting on any Britlee Defendant's behalf is successful in avoiding the payment required by this Judgment and/or such monies revert, in whole or in part, to that Britlee Defendant or its successor in interest, then, at the election of the State, Paragraph 84 shall be null, void and dissolved as to that Britlee Defendant covered by the Release.

XI. PENALTY FOR FAILURE TO COMPLY

86. Pursuant to the provisions of Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions, including contempt sanctions and the imposition of attorneys' fees and civil penalties. Britlee Defendants acknowledge and agree these penalties are in addition to those already awarded set forth herein including those set forth in Section V.

87. Upon execution and filing of this Judgment, any subsequent failure to comply with the terms hereof is prima facie evidence of a violation of the Tennessee Consumer Protection Act.

XII. MONITORING FOR COMPLIANCE

88. Upon request and for five (5) years following the entry of this Judgment, Britlee Defendants shall provide books, records or documents to the State at any time, and further, informally or formally under oath, provide testimony or other information to the State related to compliance with this Judgment. Britlee Defendants shall make all requested information available within one (1) week of the request at the Office of the Attorney General, or at such other location as is mutually agreed to in writing between the Defendant and the Attorney General. This shall in no way limit or restrict the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation or rule.

89. Within thirty (30) days of entry of this Judgment, Britlee Defendants shall each submit a copy of this Judgment to each of their officers, directors, employees and any third parties who act directly or indirectly on behalf of Britlee Defendants as an agent,

independent contractor or who were involved in conducting business in the Designated Area. Within forty-five (45) days of entry of this Judgment, Britlee Defendants shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Judgment.

89. The State of Tennessee has the right to test shop Britlee Defendants for the purpose of confirming compliance with this Judgment and state law. Test shoppers are not required to disclose that they are representatives of the State when making contact with Britlee Defendants or their agents. Further, Britlee Defendants agree that the State of Tennessee may record (audio and/or video) any or all aspects of its solicitations or visits with Britlee Defendants or their agents without notice to Britlee Defendants. Britlee Defendants agree to void any sale that is commenced by a test shopper at the conclusion of the sale and return any monies paid upon notification of such test shopping by the State.

XIII. PRIVATE RIGHT OF ACTION

90. Nothing in this Judgment shall be construed to affect, limit, or restrict in any way any private right of action that a consumer or other person may hold against Britlee Defendants.

XIV. NOTIFICATION TO STATE

91. For five (5) years following the execution of this Judgment, Britlee Defendant(s) shall notify the State, in writing, at least thirty (30) days prior to the effective date of any proposed changes in its corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution

of subsidiaries, or any other changes in Britlee Defendant(s)' status that may affect compliance with obligations arising out of this Judgment.

92. Any notices required to be sent to the State by Britlee Defendants under this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following persons at the following addresses:

For the Attorney General: Deputy Attorney General
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
Post Office Box 20207
Nashville, Tennessee 37202-0207
Telephone: (615) 741-1671
Facsimile: (615) 532-2910

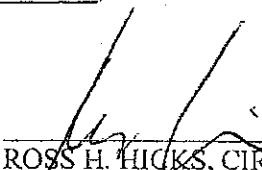
For Britlee Defendants: John S. Hicks, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 1000
Commerce Center
Nashville, Tennessee 37201
Telephone: (615) 726-7337
Facsimile: (615) 726-0464

XV. PAYMENT OF COURT COSTS

93. All clerk-assessed court costs associated with this action shall be taxed against and borne by Britlee Defendants, and shall be paid by Britlee Defendants at the time of filing of this Judgment. No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116. No discretionary costs shall be taxed to the State.

IT IS SO ORDERED, ADJUDGED AND DECREED.

This the 20th day of May, 2010.

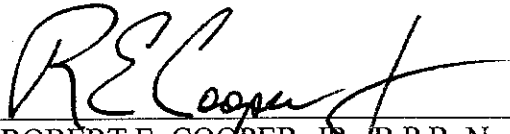


ROSS H. HICKS, CIRCUIT JUDGE

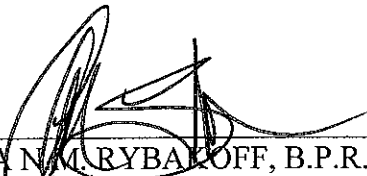
EXECUTION PAGES ATTORNEY GENERAL OF THE STATE OF TENNESSEE

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR THE ATTORNEY GENERAL OF THE STATE OF TENNESSEE:




ROBERT E. COOPER, JR., B.P.R. No. 010934
Attorney General and Reporter



OLHA N. RYBAKOFF, B.P.R. No. 24254
JENNIFER E. PEACOCK, B.P.R. No. 22227
Assistant Attorneys General
State of Tennessee
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-2590
Facsimile: (615) 532-2910
E-mail: olha.rybakoff@ag.tn.gov

APPROVED BY:


MARY CLEMENT, DIRECTOR
Division of Consumer Affairs

EXECUTION PAGE BRITLEE DEFENDANTS

JOINTLY APPROVED AND SUBMITTED FOR ENTRY

FOR DEFENDANTS BRITLEE, INC., MILLENIUM FINANCE, INC. AND STUART L.
JORDAN, INDIVIDUALLY:



JOHN S. HICKS, B.P.R. No. 010478

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.

Counsel for Britlee Defendants

211 Commerce Street, Suite 1000

Commerce Center

Nashville, Tennessee 37201

Telephone: (615) 726-7337

Facsimile: (615) 726- 0464

E-mail: jhicks@bakerdonelson.com

DEFENDANT BRITLEE, INC.'S SIGNATURE AND ACKNOWLEDGMENT

Defendant Britlee, Inc. and its attorneys have read and understand this Agreed Final Judgment and each of its terms. Defendant Britlee, Inc. admits to the jurisdiction of the Court in this matter and consent to the entry of this Judgment. Defendant Britlee, Inc. agrees to each and every term contained herein.

I, Stuart L. Jordan, being first duly sworn on oath, depose and say that I am an officer of Britlee, Inc. and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of Britlee, Inc. and bind the same to the terms hereof.

By: _____

Name: Stuart L. Jordan

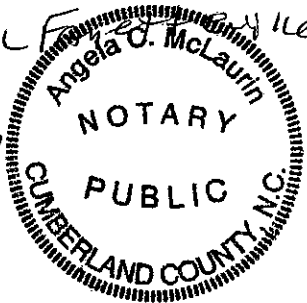
Title: President of Britlee, Inc.

Business Address: 605 Executive Pl Fayetteville NC 28305

Business Telephone: 910-484-6978

Business Facsimile: 910-484-8647

Business E-mail: STUJORDAN@AOL.COM



SUBSCRIBED AND SWORN to before

me this 14 day of April, 2010.

Notary Public:

Angela C. McLaurin

My Commission Expires:

06/14/11

DEFENDANT MILLENIUM FINANCE, INC.'S SIGNATURE AND ACKNOWLEDGMENT

Defendant Millenium Finance, Inc. and its attorneys have read and understand this Agreed Final Judgment and each of its terms. Defendant Millenium Finance, Inc. admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant Millenium Finance, Inc. agrees to each and every term contained herein.

I, Stuart L. Jordan, being first duly sworn on oath, depose and say that I am the President of Millenium Finance, Inc. and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of Millenium Finance, Inc., and bind the same to the terms hereof.

By: 

Name: Stuart L. Jordan

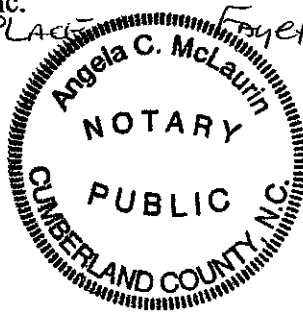
Title: President of Millenium Finance, Inc.

Business Address: 605 Executive Plaza

Business Telephone: 910-484-6978

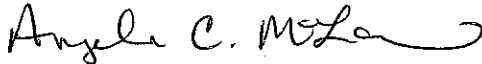
Business Facsimile: 910-484-8647

Business E-mail: STUJORDAN@AFL.COM



SUBSCRIBED AND SWORN to before
me this 14 day of April, 2010.

Notary Public:



My Commission Expires:

6/11/11

DEFENDANT STUART L. JORDAN'S SIGNATURE AND ACKNOWLEDGMENT

Defendant Stuart L. Jordan and his attorneys have read and understand this Agreed Final Judgment and each of its terms. Defendant Stuart L. Jordan admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant Stuart L. Jordan agrees to each and every term contained herein.

I, Stuart L. Jordan, being first duly sworn on oath, depose and say that I am an Individual and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself, and bind the same to the terms hereof.

By: _____

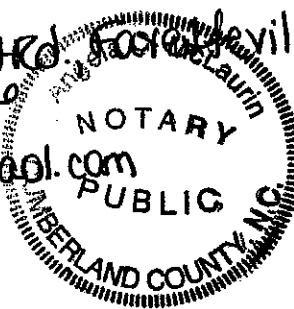
Name: Stuart L. Jordan

Individual Address: 3160 Shawcroft Rd. Fayetteville, NC 28311

Individual Telephone: 910 723 0716

Individual Facsimile: n/a

Individual E-mail: blueskyshining@aol.com



SUBSCRIBED AND SWORN to before
me this 14 day of April, 2010.

Notary Public: Amber C. McLean

My Commission Expires: 6/11/11